

**IN THE IOWA DISTRICT COURT FOR POLK COUNTY**

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**STATE OF IOWA *ex rel.*  
THOMAS J. MILLER,  
ATTORNEY GENERAL OF IOWA**

Plaintiff,

v.

**CENTURION FILING SERVICES, LLC,  
D/B/A “IA CERTIFICATE SERVICE”,**

and

**DEAN G. MARSHLACK,**

Defendants.

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**EQUITY NO. EQCE086327**

**PROPOSED CONSENT JUDGMENT**

The Court, having been presented by Assistant Iowa Attorneys General J. Andrew Cederdahl and William R. Pearson with this Consent Judgment approved by all parties, finds and orders on this day as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Iowa Attorney General Thomas J. Miller is authorized to bring actions on behalf of the State of Iowa by § 714.16(7) of the Iowa Consumer Fraud Act (“CFA”).

2. Defendant Centurion Filing Services, LLC is a Florida Limited Liability Company with its principal place of business at 2312 4<sup>th</sup> St. North, Suite 104, St. Petersburg, Florida 33704. “IA Certificate Service” is the d/b/a for Centurion Filing Services, LLC in Iowa, which was created by fictitious name resolution. On mailers sent to newly-formed Iowa businesses, IA Certificate Service identified its address as 2643 Beaver Avenue, Suite 124, Des Moines, Iowa 50310, a Des Moines UPS store.

3. Defendant Dean G. Marshlack is a citizen of Florida who resides at 424 45th Avenue NE, St. Petersburg, Florida 33703. Defendant Marshlack is the creator, sole owner,

President, manager and registered agent for Defendant Centurion Filing Services, LLC.

4. As used herein, the term “Defendants” means Centurion Filing Services, LLC (d/b/a/ “IA Certificate Service” but regardless of any other fictitious name used in Iowa), Dean G. Marshlack in his personal and corporate capacities, as well as their employees, independent contractors, successors, principals, partners, members, agents, representatives, subsidiaries, assigns, parent or controlling entities, and all other persons, corporations or other entities acting in concert or participating with one or more Defendants who have actual or constructive knowledge of this Consent Judgment.

5. The Court has subject matter jurisdiction over this matter under Iowa Code § 714.16(7).

6. The Court has personal jurisdiction over the Defendants because they regularly transacted business in Iowa and they consented to jurisdiction when, on January 5, 2021, both answered the State’s Petition in Equity.

7. Venue is proper in Polk County pursuant to Iowa Code § 714.16(7) because the Defendants did business with residents of Polk County and consented to venue in Polk County when, on January 5, 2021, both answered the State’s Petition in Equity filed in Polk County.

### **ALLEGATIONS**

8. The State alleges that the Defendants defrauded 1,268 Iowa businesses and charities by sending mailer solicitations designed to appear like government invoices. The Defendants gleaned publicly available information about the Iowa businesses to target newly formed entities. The Defendants sent over 7,000 mailers to Iowa businesses and charities during their activities. The Defendants offered to sell the Iowa businesses and charities “certificates of existence” the entities did not need. When “certificates of existence” are in fact needed, Iowa businesses and

charities can obtain them for only \$5.00 directly from the Iowa Secretary of State's Office website. The State's allegations are set forth in greater detail within the State's November 30, 2020 Petition in Equity and February 3, 2021 Petition for Temporary Injunction. The State alleges the Defendants' practices violated the Iowa Consumer Fraud Act's prohibitions against deceptive and unfair conduct.

9. The Defendants deny the Attorney General's allegations and deny they or (as applicable) their agents, owners, officers, directors, or employees are legally responsible for any conduct in violation of the CFA.

10. For purposes of entry of this Consent Judgment, the Defendants agree that any and all service or notice requirements relating to it are fully met upon the Court entering the Order because their counsel will receive notification via the Electronic Document Management System (EDMS).

### **RESOLUTION**

11. The Court finds that this Consent Judgment should be entered.

#### **I. INJUNCTIVE RELIEF**

12. **IT IS ORDERED**, pursuant to Iowa R. Civ. P. 1.1501 et seq. and the CFA, Iowa Code § 714.16 (7), that the Defendants are permanently enjoined from sending mailer solicitations to Iowa residents or from any Iowa location. "Mailer solicitations" are mailers that request or direct the return of payment or information of the recipient. "Iowa residents" include natural individuals and all business or charitable entities with an Iowa address.

13. **IT IS FURTHER ORDERED** pursuant to Iowa R. Civ. P. 1.1501 et seq. and the CFA, Iowa Code § 714.16 (7), that the Defendants shall not participate, directly or indirectly, in any activity to use, form or proceed as a separate entity, trust or corporation for the purpose of

engaging in, or benefitting from, acts from within any Iowa location or directed at Iowa consumers that are prohibited by this Order, or for any other purpose which circumvents any part of this Order.

## II. MONETARY RELIEF

14. **IT IS FURTHER ORDERED** pursuant to Iowa R. Civ. P. 1.1501 et seq. and the CFA, Iowa Code § 714.16 (7), that the Defendants shall reimburse every Iowa consumer who purchased certificates of existence for their businesses and charities and were not previously refunded by the Defendants. Each Iowa consumer eligible for reimbursement is entitled to receive \$62.50 per transaction that occurred between each Iowa consumer and the Defendants, which covers all amounts Iowa consumers paid beyond the \$5.00 bona fide cost of the certificates. The total number of transactions between Iowa consumers and the Defendants was 1,263 (Five entities previously refunded by the Defendants are not included in this sum). The total amount of reimbursement shall be \$78,937.50, which is 1,263 certificates purchased multiplied by \$62.50 each.

To effectuate reimbursement, the Defendants shall pay \$78,937.50 to the Iowa Attorney General in the manner instructed by the Attorney General. The Defendants are permitted to pay the amount in four equal installments, the first payment to be received by the Attorney General on or before March 1, 2022, second payment on or before March 15, 2022, third payment on or before April 15, 2022 and final payment on or before April 30, 2022. No deviation from this payment schedule shall be permitted.

The Iowa Attorney General shall send refunds directly to the Iowa entities entitled to a refund under this Judgment, who will be identified by the Attorney General from documents uncovered in its investigation of and litigation with the Defendants. In the event it is not possible or practicable for the Iowa Attorney General to reimburse specific Iowa consumers entitled to a

refund, and after reasonable efforts to effectuate reimbursement, the Iowa Attorney General may deposit any remainder amount into the Consumer Education and Litigation Fund referred to in Iowa Code § 714.16C.

### **III. OTHER PROVISIONS**

15. **IT IS FURTHER ORDERED** that the Defendants shall immediately refrain from selling, renting, sharing, transferring, making available for use by others, or making any other for-profit use whatsoever of the names and/or other identifying or personal information of persons, businesses and charities with Iowa addresses who previously responded to the Defendants' mailer solicitations. The Defendants are permitted to provide said information in response to duly and lawfully served investigatory subpoenas or litigation discovery requests. This permanent injunction is entered against the Defendants pursuant to the authority of Iowa Code § 714.16 (7).

16. **IT IS FURTHER ORDERED** the Defendants shall notify all principals, partners, members, employees, independent contractors, agents, representatives, subsidiaries, and assigns of the prohibited activities outlined within the "injunctive relief" section of this Consent Judgment within one week of the entry of this Consent Judgment.

17. **IT IS FURTHER ORDERED** that the Defendants shall comply with requests from the Attorney General for information relating to compliance with this Consent Judgment.

18. **IT IS FURTHER ORDERED** that nothing contained in this Consent Judgment shall be construed to waive any individual right of action by a consumer or a local, state, federal or other governmental entity.

19. **IT IS FURTHER ORDERED** that nothing herein diminishes the requirements, duties, obligations, or powers set forth in the CFA.

20. **IT IS FURTHER ORDERED** that the Attorney General's execution of this

Consent Judgment and its subsequent entry by the Court constitutes a settlement, and a release of the Defendants from any and all liability for any alleged violation of Iowa Code § 714.16 that occurred prior to entry of this Consent Judgment. The Attorney General may seek to enforce violations of this Consent Judgment.

21. **IT IS FURTHER ORDERED** that, in addition to whatever other legal remedies may be available, a violation of this Consent Judgment constitutes a violation of the Consumer Fraud Act, Iowa Code § 714.16 (CFA), and each such violation by any of the Defendants, if established by a preponderance of the evidence in an enforcement action by the Attorney General, gives rise to all the remedies provided in the CFA.

22. **IT IS FURTHER ORDERED** that the Court retain jurisdiction to enforce this Consent Judgment.

23. **IT IS FURTHER ORDERED** that the Defendants pay court costs, if any.





Approved:

Date: 02/15/22

A handwritten signature in black ink, appearing to read 'M. Sease', written over a horizontal line.

Matthew Sease  
Attorney for the Defendants

Date: 2/15/2022

     /s/ J. Andrew Cederdahl

J. Andrew Cederdahl  
Assistant Iowa Attorney General

Date: 2/15/2022

     /s/ William Pearson

William R. Pearson  
Assistant Iowa Attorney General